

to the place of beginning, containing 3.82 acres more or less.

Excepting from the tracts or parcels of land above described and conveyed the following:

The right of way granted to the Portland and Seattle Railway Company, a corporation, across the same by deed dated January 22nd 1906, and recorded in Book I of Deeds records of Skamania County, Washington on page 423, the said right of way being a strip of land 100 feet in width.

A strip of land 100 feet in width granted to the Spokane, Portland and Seattle Railway Company, by order of the Superior Court for the State of Washington for Skamania County, which order was dated January 22 1909 and recorded in Book L of Deeds, records of Skamania County Washington on page 331.

All the cottonwood timber and trees standing and being upon the said premises, heretofore granted to Western Transportation & Towing Company, a corporation, by deed dated January 17th, 1908, and recorded in Book L of Deeds, records of Skamania County, Washington, on page 4. Subject also to a certain lease of shore land and water front for a fish wheel dated September 16th, 1899, and recorded in Book 1 Agreements and Leases page 177, records of Skamania County, Washington, as extended by endorsement dated August 15th 1918 and recorded on page 426 of Book 2 Agreements and Leases. Granting, however, to the said party of the second part the rents, profit income and rights under said lease and agreement accruing to said parties of the first part therefrom, after foreclosure of these presents.

To Have and to hold unto the said party of the second part his heirs and assigns forever, subject to a first mortgage bearing date Nov 14th 1918 in favor of Myrtle S. Attwell, for \$13000.00.

This conveyance is intended as a mortgage to secure the payment of the sum of Seventeen hundred fifty and no/100 Dollars lawful money of the United States, together with interest thereon at the rate of 7% according to the tenor of 4 Promissory notes bearing even date herewith being one principal note in the sum of \$1750.00 and 3 interest notes as follows: Principal note for \$1750.00 due Aug 21st 1921, interest at 7% after maturity; 1 interest note for \$94.26 due Aug 21 1919; 1 interest note for \$122.50 due August 21st 1920; and 1 interest note due Aug 21st 1921 for \$122.50 interest at 7% per annum on interest notes after maturity, payable annually. All of which notes were made by the said J. W. Bethea and Hazel E. Bethea payable to the said second party as above specified, and these presents shall be void if such payment be made according to the tenor and terms thereof. But in case default be made in the payment of said principal or interest notes, or any part thereof when the sums shall become due and payable, according to the terms and tenor thereof, then the said party of the second part his heirs, executors administrators, or assigns, may immediately thereafter in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest and all other sums hereby secured it being the intent hereby that the whole sum hereby secured shall become due and payable at the option of the holder of this mortgage upon default in the payment of any of the said notes when due and payable according to the terms thereof, or upon default in the payment of any part thereof when due.

If any suit or other proceeding which may be had for the recovery of the amount due, either upon said notes or this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered such sum as the Court shall adjudge reasonable as attorney fee, to be taxed as part of the costs in such suit, as well as all payments which the said party of the second part his heirs, executors, administrators and assigns may be obliged